

Pro Se 15 (Rev. 12/16) Complaint for Violation of Civil Rights (Non-Prisoner)

## UNITED STATES DISTRICT COURT

for the

District of \_\_\_\_\_

Division \_\_\_\_\_

Lanett H Johns  
et al "see attached"

## Plaintiff(s)

*(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)*

-v-

Melissa Perignat/Fox Run GA, LLC

## Defendant(s)

*(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names. Do not include addresses here.)*

Case No.

CV 223-115  
*(to be filed by the Clerk's Office)*

Jury Trial: (check one) ☐ Yes ☒ No

**COMPLAINT FOR VIOLATION OF CIVIL RIGHTS**  
(Non-Prisoner Complaint)

**NOTICE**

Federal Rules of Civil Procedure 5.2 addresses the privacy and security concerns resulting from public access to electronic court files. Under this rule, papers filed with the court should *not* contain: an individual's full social security number or full birth date; the full name of a person known to be a minor; or a complete financial account number. A filing may include *only*: the last four digits of a social security number; the year of an individual's birth; a minor's initials; and the last four digits of a financial account number.

Except as noted in this form, plaintiff need not send exhibits, affidavits, grievance or witness statements, or any other materials to the Clerk's Office with this complaint.

In order for your complaint to be filed, it must be accompanied by the filing fee or an application to proceed in forma pauperis.

**I. The Parties to This Complaint****A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	Lanett H Johns et al "SEE ATTACHMENT" 1 - RED		
Address	1020 Hunters Horn Lane		
	Brunswick	GA	31525
	<i>City</i>	<i>State</i>	<i>Zip Code</i>
County	Glynn		
Telephone Number	912-269-4778		
E-Mail Address	johnsfisherman@aol.com		

**B. The Defendant(s)**

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known) and check whether you are bringing this complaint against them in their individual capacity or official capacity, or both. Attach additional pages if needed.

**Defendant No. 1**

Name	Melissa Perignat		
Job or Title (if known)	Registered Agent for Fox Run GA, LLC		
Address	1776 Peachtree Street, NW		
	Atlanta	GA	30309
	<i>City</i>	<i>State</i>	<i>Zip Code</i>
County	Fulton		
Telephone Number	770-436-3400		
E-Mail Address (if known)	mperignat@tpa-grp.com		

☐ Individual capacity ☒ Official capacity

**Defendant No. 2**

Name			
Job or Title (if known)			
Address			
	<i>City</i>	<i>State</i>	<i>Zip Code</i>
County			
Telephone Number			
E-Mail Address (if known)			

☐ Individual capacity ☐ Official capacity

Laura M Riley  
1024 Hunters Horn Lane  
Brunswick, GA 31525  
Glynn County

Laura Riley  
Signature

laurm.morris1949@gmail.com 954-651-4844  
Email Address Telephone Number

Christine M Polmanteer  
1026 Hunters Horn Lane  
Brunswick, GA 31525  
Glynn County

Christine M. Polmanteer  
Signature

cpolm55@gmail.com 912-242-9215  
Email Address Telephone Number

Laura Jane Stanton  
500 Fox Run Circle  
Brunswick, GA 31525  
Glynn County

Laura Jane Stanton  
Signature

l.j.stanton.stanton@gmail.com 828-507-4479  
Email Address Telephone Number

William Stanton  
500 Fox Run Circle  
Brunswick, GA 31515  
Glynn County

William W. Stanton  
Signature

WWS15@AOL.COM 828-507-5500  
Email Address Telephone Number

Carol Williams  
100 Coyote Lane  
Brunswick, GA 31525  
Glynn County

Carol Williams  
Signature

golfdvill2013@q.mvil.com 843-467-9689  
Email Address Telephone Number

Kathy Kraus  
501 Fox Run Circle  
Brunswick, GA 31525  
Glynn County

Kathleen Kraus  
Signature

KrausKathy@rocketmail.com 404-694-6725  
Email Address Telephone Number

Bobbie C Shoemaker  
507 Fox Run Circle  
Brunswick, GA 31525  
Glynn County

Bobbie C. Shoemaker  
Signature

beshoemaker@bellsouth.net  
Email Address

912-996-5515  
Telephone Number

Betty Jean Sellars  
503 Fox Run Circle  
Brunswick, GA 31525  
Glynn County

Betty Jean Sellars  
Signature

sellars253@gmail.com  
Email Address

229-251-3545  
Telephone Number

Marilyn P Anderson  
102 Fox Run Drive  
Brunswick, GA 31525  
Glynn County

Marilyn P. Anderson  
Signature

BOBANDLYNNHERE@ATT.NET  
Email Address

(912) 574-7098  
Telephone Number

Patricia L Martin  
104 Fox Run Drive  
Brunswick, GA 31525  
Glynn County

Patricia L. Martin  
Signature

maartin31525@gmail.com  
Email Address

(919) 824-8296  
Telephone Number

Jerry R Barnett  
110 Fox Run Drive  
Brunswick, GA 31525  
Glynn County

Jerry Barnett  
Signature

japanwbarnett@yahoo.com  
Email Address

912-230-0223  
Telephone Number

Cynthia L Barnett  
110 Fox Run Drive  
Brunswick, GA 31525  
Glynn County

Cynthia L. Barnett  
Signature

Cindibarnett@hotmail.com  
Email Address

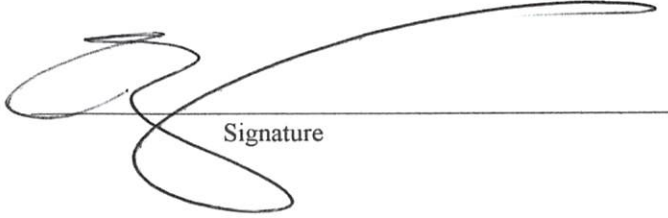
912-265-0587  
Telephone Number

Pro Se 15 (Rev. 12/16) Complaint of Violation of Civil Rights (Non-Prisoner)

1. The Parties to This Complaint

A. The Plaintiff(s)

Jennifer C Ranger  
146 Fox Run Drive  
Brunswick, GA 31525  
Glynn County

  
Signature

jrockenh@yahoo.com  
Email Address

912-~~577~~-7013  
Telephone Number

Steven D Graham  
125 Coyote Lane  
Brunswick, GA 31525  
Glynn County

  
Signature

Steve @schellhugan.com  
Email Address

912-617-2407  
Telephone Number


Lawanda H Graham  
125 Coyote Lane  
Brunswick, GA 31525  
Glynn County

  
Signature

lougraham62@gmail.com  
Email Address

Telephone Number

Pattisue Elliott  
520 Fox Run Circle  
Brunswick, GA 31525  
Glynn County

  
Signature

pselliott520@gmail.com  
Email Address

(706) 977-8334  
Telephone Number

Gregory D Stann  
519 Fox Run Circle  
Brunswick, GA 31525  
Glynn County

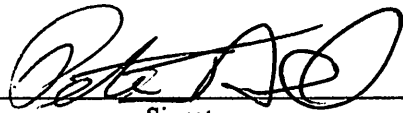
  
Signature

gstann@bellsouth.net  
Email Address

912-215-0371  
Telephone Number



Peter T Snell  
126 Fox Run Drive  
Brunswick, GA 31525  
Glynn County

  
Signature

PETERSNELL@GMAIL.COM  
Email Address

404 536 6758  
Telephone Number

William S Smith  
174 Fox Run Drive  
Brunswick, GA 31525  
Glynn County

William S. Smith  
Signature

BILL SMITH Southern Contractors  
Email Address @outlook.com

912-267-7799  
Telephone Number

Elaine C Marlatt  
176 Fox Run Drive  
Brunswick, GA 31525  
Glynn County

Elaine Marlatt  
Signature

elaine marlatt1@outlook.com  
Email Address

912-245-0232  
Telephone Number

Kathy W Franklin  
1018 Hunters Horn Lane  
Brunswick, GA 31525  
Glynn County

Kathy W Franklin  
Signature

Kathy Franklin@comcast.net  
Email Address

912-265-3691  
Telephone Number

Bobby C Johns  
1020 Hunters Horn Lane  
Brunswick, GA 31525  
Glynn County

Bobby C Johns  
Signature

JOHNSFISHERMAN@AOL.COM  
Email Address

912-269-2838  
Telephone Number

Lanett H Johns  
1020 Hunters Horn Lane  
Brunswick, GA 31525  
Glynn County

Lanett H. Johns  
Signature

JOHNSFISHERMAN@AOL.COM  
Email Address

912-269-4778  
Telephone Number

David Haney  
509 Fox Run Circle  
Brunswick, GA 31525  
Glynn County



Signature

chaney1963@gmail  
Email Address

912 393 4742  
Telephone Number

Pro Se 15 (Rev. 12/16) Complaint for Violation of Civil Rights (Non-Prisoner)

**Defendant No. 3**

Name \_\_\_\_\_

Job or Title *(if known)* \_\_\_\_\_

Address \_\_\_\_\_

City

State

Zip Code

County \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-Mail Address *(if known)* \_\_\_\_\_☐

Individual capacity

☐

Official capacity

**Defendant No. 4**

Name \_\_\_\_\_

Job or Title *(if known)* \_\_\_\_\_

Address \_\_\_\_\_

City

State

Zip Code

County \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-Mail Address *(if known)* \_\_\_\_\_☐

Individual capacity

☐

Official capacity

**II. Basis for Jurisdiction**

Under 42 U.S.C. § 1983, you may sue state or local officials for the “deprivation of any rights, privileges, or immunities secured by the Constitution and [federal laws].” Under *Bivens v. Six Unknown Named Agents of Federal Bureau of Narcotics*, 403 U.S. 388 (1971), you may sue federal officials for the violation of certain constitutional rights.

A. Are you bringing suit against *(check all that apply)*:

☐Federal officials (a *Bivens* claim)☐

State or local officials (a § 1983 claim)

B. Section 1983 allows claims alleging the “deprivation of any rights, privileges, or immunities secured by the Constitution and [federal laws].” 42 U.S.C. § 1983. If you are suing under section 1983, what federal constitutional or statutory right(s) do you claim is/are being violated by state or local officials?

C. Plaintiffs suing under *Bivens* may only recover for the violation of certain constitutional rights. If you are suing under *Bivens*, what constitutional right(s) do you claim is/are being violated by federal officials?



- 
- D. Section 1983 allows defendants to be found liable only when they have acted “under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia.” 42 U.S.C. § 1983. If you are suing under section 1983, explain how each defendant acted under color of state or local law. If you are suing under *Bivens*, explain how each defendant acted under color of federal law. Attach additional pages if needed.

### III. Statement of Claim

State as briefly as possible the facts of your case. Describe how each defendant was personally involved in the alleged wrongful action, along with the dates and locations of all relevant events. You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do not cite any cases or statutes. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

- A. Where did the events giving rise to your claim(s) occur?  
 Fox Run the Village  
 Brunswick, GA 31525
- 

- B. What date and approximate time did the events giving rise to your claim(s) occur?  
 August 31, 2021
- 

- C. What are the facts underlying your claim(s)? *(For example: What happened to you? Who did what? Was anyone else involved? Who else saw what happened?)*  
 Fox Run the Village is a local community, approximately 20 years old, consisting of 60 single family attached fee simple homes, operating under a Homeowner Association and a Declaration of Covenants. On August 31, 2021, Fox Run GA, LLC purchased the remaining 96 lots to build duplexes for the purpose of renting only.  
 Prior to the closing on the lots, our local Board of Directors was asked to resign. After the closing, a new Board was established without the inclusion of any Homeowners. A Property Manager, located in Atlanta was identified to manage Fox Run the Village. Due to the lack of knowledge of the operation of the Community and being off-site, they solicited assistance through an Advisory Board consisting of Homeowners to assist in the day-to-day operations. This process started with three (3) volunteers and ended with one (1) due to the magnitude of time necessary to handle the tasks that was asked of them.

SEE ATTACHMENT 2- RED

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On June 1, 2022 Community Association Management was hired by the Declarant, Jim Chapman. Their main office was located in Atlanta and our representative was located in Augusta.

After five (5) months of absentee management, we sought legal assistance in asking for Community Management to be replaced.

**SEE EXHIBIT "A"**

No action was taken. On June 30, 2023, the Fox Run Board of Directors intervened and terminated Community Management after continuing complaints from Homeowners and by the Board's own observation of neglect in the community

On July 1, 2023, Association Management Company, a local company, was hired to replace Community Management. The Company reports only to the Board of Directors. Even though Homeowners are instructed to report covenant violations to them, no action is taken by Association Management until the Board of Directors approves the outcome. There have been a significant number of violations reported. Association Management advised they would conduct a once monthly ride-by and requested Homeowners forward photographs depicting violations. Since they were hired, almost ninety (90) days ago, the reported violations have not been addressed. With one hundred ninety two (192) new tenants, Covenant enforcement is paramount.

This is a prelude to our question to be asked in section V.

LAW OFFICE  
**STACY L. PATRICK**  
ATTORNEY AT LAW  
708 G Street  
Brunswick, GEORGIA 31520

Telephone: (912) 264-5915

Facsimile: (912) 264-0980  
[stacy@stacypatricklaw.com](mailto:stacy@stacypatricklaw.com)

November 2, 2022

Jim Chapman  
2700 Cumberland Parkway S.E., Suite 130  
Atlanta, GA, 30339

VIA REGULAR MAIL AND UPS: \_\_\_\_\_

RE: Removal of Community Management Associates, Inc. to manage  
Fox Run Property Owners Association, Inc.

Dear Mr. Chapman:

I have been retained by a significant number of homeowners in Fox Run Property Owners Association, Inc. (hereinafter the "Association") to express their deep dissatisfaction and request for immediate termination of Community Management Associates, Inc. (hereinafter "CMA").

CMA is wholly incapable of managing the daily affairs of the Association and the needs of its property. Under its "management", the pool has been closed by the County for over two months due to sanitation issues as well as failure to generally maintain and preserve the area. The irrigation system throughout Fox Run has been inoperable since March. Homeowner water bills have been unnecessarily excessive for seven months due to lack of irrigation. A new pump was ordered in June with anticipated delivery in August. As of this writing, there is still no irrigation. The private beach by the lake has deteriorated to the point of being unusable with weeds and the tarp undercover becoming full exposed. See various photos enclosed.

In July 2022, fifty-one percent of owner-occupied Fox Run homeowners informed you of their dissatisfaction with CMA and put you on notice of the above-stated issues. You failed to take any action in this matter; and CMA continues to prove they are wholly incapable of addressing the concerns of homeowners within Fox Run. **After five months of their management, not one of the above issues has been addressed or fully remediated.** In addition, please see attached.



Homeowners pay approximately \$550 - \$765 per quarter in Association dues. At this point, they are questioning why they would keep paying when CMA is clearly incapable of addressing serious issues within Fox Run.

At the bequest of homeowners in Fox Run and based on the foregoing reasons, please terminate CMA immediately. CMA does not manage any other associations in Glynn County, and it is clear a local property management company could do a much more effective and efficient job for Fox Run. One company that has managed the Association in the past, Great Oaks Properties, proved to be effective and affordable.

I have advised my clients to proceed with legal action in the event these issues are not timely addressed. The homeowners at Fox Run want and deserve a voice in the future of their lifetime investment. If you have any questions or wish to discuss this further by phone, please do not hesitate to call me.

Sincerely,

Stacy L. Patrick

**COMMUNITY MANAGEMENT ASSOCIATION HAS FAILED TO:**

- \* hold an introductory meeting with homeowners to share their goals/objectives for Fox Run after five months of tenure
- \* provide monthly financial statements
- \* provide 2023 budget
- \* pay vendors timely\*\*
- \* provide regular property inspections\*\*\*
- \* provide information on new contracts\*\*\*\*
- \* enforce covenants\*\*\*\*\*
- \* follow up on maintenance requests\*\*\*\*\*
- \* respond to emails timely or not at all

- \* scheduled meeting with less than 24 hour notice-less than 2% of homeowners attended due to short notice - CMA was two hours late
- \*\* prior landscape company, pool company resigned due to non payment-company hired to trim palms yet to be paid
- \*\*\*amenities continuing to deteriorate-no improvement after five months
- \*\*\*\*hired new landscape company from Savannah, ga-involves 160 miles round trip for one day to do lawn maintenance failed to furnish scope of work or cost after several requests
- \*\*\*\*\* CMA made exception to covenants allowing motor home to remain after numerous complaints by homeowners - also allowed tent to remain on same property for a month after complaints - no response after requesting reminder email be sent out regarding violation of covenants for walkways and garage doors
- \*\*\*\*\* failed to replace bulbs on Lair dock walkway requested weeks ago-illumination needed for safety and security

#### **IV. Injuries**

If you sustained injuries related to the events alleged above, describe your injuries and state what medical treatment, if any, you required and did or did not receive.

#### **V. Relief**

State briefly what you want the court to do for you. Make no legal arguments. Do not cite any cases or statutes. If requesting money damages, include the amounts of any actual damages and/or punitive damages claimed for the acts alleged. Explain the basis for these claims.

The owner of the ninety-six (96) lots owned by Fox Run GA, LLC has a contract to sell The Cottages at which time their goal is to transfer Declarant Control to the new buyer. The rental units are 99% complete and the sale is imminent. It is our understanding they will sell to an Investor/Corporation.

Attached you will find the Covenant **EXHIBIT B - YELLOW**. We have always understood that once all lots are built out, Declarant Control would be returned to the Fox Run the Village Homeowners.

We have sought legal counsel and are attaching their opinions - **EXHIBIT C - BLUE**

In good faith, we asked for the interpretation, in writing, from the owner prior to filing a complaint with the Court **EXHIBIT D - GREEN**

**We asking for your interpretation of this Covenant.**

**Our second request is, in light of the fact that the new owner would have majority voting rights as they would own 96 lots (196 rental units) verses 30 lots (60 homes) independently owned, what rights would we have if we are negatively affected by their decisions.**

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contrary herein, Declarant shall have the exclusive authority to appoint and remove directors and Officers until the earlier of: (1) July 1, 2033, (2) the date as of which Units to which one hundred percent (100%) of the Community has been developed and conveyed to Owners in the normal course of development and sale, or (3) the surrender in writing by Declarant of the authority to appoint and remove officers and directors of the Association. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Declarant this authority to appoint and remove directors and officers of the Association.

2. In all other respects, the terms and conditions of the Bylaws shall control and shall be in full force and effect.

Signed, sealed and delivered this  
24<sup>th</sup> day of June, 2013,  
in the presence of:

**FOX RUN PROPERTIES, LLC**  
a Georgia limited liability company

*Marcia G. Baker*  
Unofficial Witness

By: *[Signature]* (SEAL)  
Robert E. Blake, Manager

*[Signature]*  
Notary Public



"Section 2. Directors Appointed by Declarant. Subject to Article XVI, Section 3 of the Covenants, notwithstanding anything to the contrary herein, Declarant shall have exclusive authority to appoint and remove Directors and Officers until the earlier of: (1) July 1, 2028, (2) the date as of which ninety-five percent (95%) of the total number of Lots planned for the Community shall have been conveyed to Owners other than a Person constituting the Declarant or an Approved Builder, or (3) the surrender in writing by the Declarant of the authority to appoint and remove Officers and Directors of the Association. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Declarant this authority to appoint and remove Directors and Officers of the Association."

6. Article III, A., Section 6, of the Bylaws is amended by adding thereto the following:

"On or about the date of the within Amendment,

(a) A new Board of Directors shall be elected as soon as possible following the approval of this Amendment;

4820-4310-4360 v3



From: Jeff Rentz JRentz@ssilegal.com  
Subject: RE: Fox Run  
Date: Mar 24, 2023 at 2:37:33 PM  
To: Lanett Johns johnsfisherman@aol.com  
Cc: kathywfranklin@comcast.net

---

I just got off the phone with representatives from TPA Group who represent Fox Run Ga, LLC, the current Declarant. I told them that I interpret the Declaration to state that the control of the Association expires upon the conveyance of 95% of the lots and that I wanted/needed them to confirm that in writing to me. They are going to look into that.

---

From: Brian Corry brian@msclawga.com  
Subject: Re: Fox Run  
Date: Aug 15, 2023 at 2:16:59 PM  
To: Lanett Johns johnsfisherman@aol.com, Britt Smith  
britt@msclawga.com  
Cc: Kathy kathywfranklin@comcast.net

---

Good afternoon,

Apologies, I was out of the office yesterday afternoon. I did speak to Will Kings last week regarding several matters.

Britt's summation of my conversation with Will is accurate. Will acknowledged the prior issues with CMA and the landscaping crew. He confirmed CMA was terminated and Association Management was hired. From his perspective they want to work with the current owners to make sure everyone is pleased with the condition of the property. I assume this is partly because he confirmed there is a contract to sell to a new entity. He would not go into detail on the sale, but did believe they would be able to transfer declarant's rights to the new owner. When I objected and suggested they did not have that authority, he noted that even if they did not have the power to transfer declarant's rights, the new owner would still control a majority of HOA votes.

From: Lanett Johns johnsfisherman@aol.com  
Subject: Fox Run-The Village- Brunswick, Ga  
Date: Oct 2, 2023 at 10:25:11 AM  
To: mperignat@tpa-grp.com  
Bcc: Kathy kathywfranklin@comcast.net

---

Ms. Perignat,

I am reaching out to you as you are the Registered Agent  
for FoxRun GA, LLC. and legal counsel for the TPA Group.

To introduce myself, I was the listing Broker for Fox Run on  
the sale to a land broker who subsequently sold to Jim Chapman  
on 8-31-2021. As the Broker here for some ten years, and a  
resident for fifteen years, I provided all the requests for  
information for the sale to the selling Broker.

Jim Chapman reached out to me after the purchase and  
ultimately I ended up acting as an advisor to Melanie Buress  
until Community Association Management was hired on 6-1-2022.  
They were terminated on 6-30-2023, by the Fox Run Board  
after continuous complaints by the Homeowners, and the  
Board confirming neglect in fulfilling their obligations.

Association Management was hired on 7-1-2023 for the  
Homeowners and included Rangewater, the management  
company for The Cottages. Even though we are sharing  
the expense for the management company, we have no  
input in decisions as we have been informed by them that  
they only take direction from the Board.

To date, we continue to voice our concerns via email, photos  
and attorneys, at the lack of covenant enforcement, by the  
the management company, the Fox Run Board of Directors,  
and Rangewater, without any noticeable results.

On May 18, 2023, a meeting of the Homeowners was held with  
Will King and two other Board members, at their request.  
At this meeting, we were advised that Jim Chapman was no  
longer in charge and the Fox Run Board was now our direct point  
of contact. At the same meeting, it was also shared that there  
was a contract for the sale of The Cottages.

Also stated, Declarant rights would be transferred to the new buyer  
on date of closing. This would allow the buyer to be exempt from paying  
the \$500 per unit, as has been our policy and acted on in past sales in Fox Run.  
I have since spoken with Will King on more than one occasion on this matter.

We have had two Glynn County attorneys directly disagree with  
Will King of his decision to transfer Declarant rights to a new buyer.  
Control should be returned to the Homeowners according to their  
interpretation of our recorded Covenants. Our attorney has also

stated that the Covenant is not ambiguous.

I am requesting your interpretation of the Covenant that allows you to take this action.

I'm not going to attach a massive amount of emails or photos documenting the lack of covenant enforcement, security, deterioration of our amenities, lack of complete financials and maintenance of our property. This has gone on for two years and continuing, leaving us without a voice on any decisions.

Our attorney has advised if there is no resolution to this, we should move forward and have a Judge rule on the interpretation. We are prepared to do so as we know the sale is imminent. It is not our desire to take legal action, but you are leaving us no choice if you do not honor our Covenant as it is written.

We, as Homeowners, can no longer be excluded from the decision making process and start over with a new owner continuing down the same path moving forward. We have a vested interest in the well being of our community unlike that of a temporary resident and an absentee owner.

A copy of this email will be included in our documents to the Judge showing good faith on our part that we attempted to resolve this issue prior to further pursuing a legal path.

I would appreciate a timely response to share with the Homeowners.

Please acknowledge receipt of this email.

Thank you,  
Lanett Johns  
[johnsfisherman@aol.com](mailto:johnsfisherman@aol.com)  
1020 Hunters Horn Lane  
Brunswick, ga 31525



From: Fox Run foxrunboardofdirectors@gmail.com  
Subject: Fox Run-The Village- Brunswick, Ga  
Date: Oct 8, 2023 at 10:27:38 AM  
To: Lanett Johns johnsfisherman@aol.com

Good morning, Ms. Johns. This response is being sent on behalf of the Board of the Fox Run Property Owners Association, Inc. The Board thanks you for your involvement in the community and efforts to continue its improvement. Since the meeting in May of 2023, the Board has been working diligently to make changes for the ultimate betterment of the community and its residents, including hiring new vendors, replacing the association management company, and ensuring that residents can access financial records. However, many of your concerns and those of your fellow residents, especially as it relates to implementing new processes for notices and covenant enforcement, are not capable of being fixed immediately – even with diligent efforts and the appropriate processes and procedures in place, it takes time.

With respect to your comments on the transfer of Declarant rights, the Board, too, has had a number of attorneys review the Declaration and its many amendments, and they agree that it is not ambiguous. However, they agree that it is not ambiguous as to the fact that the current Declarant **does have** the absolute right to transfer the Declarant rights to a purchaser of its lots.

Below are a few of the provisions evidencing this right:

- ***The Declarant Control Period is in effect and will not end if the current Declarant transfers its Declarant rights.*** Although there have been a number of amendments and agreements on the expiration, the Amendment to Declaration recorded September 12, 2018 (recorded DB 3941, Page 105) controls and the expiration date is (a) July 1, 2028 or (b) the date as of which 95% of the total number of Lots planned for the Community shall have been conveyed to Owners other than a Person **constituting the Declarant** or Approved Builder. Therefore, a transfer to a successor Declarant (as would be the case in the proposed transaction) would not end the Declarant Control Period.
- ***The definition of Declarant clearly includes successors who are transferred such Declarant rights.*** Definition below
  - "Declarant" shall mean and refer to Fox Run Properties, LLC, a Georgia limited liability company, and such of its successors-in-title who shall (i) acquire, from a predecessor "Declarant," for the purpose of development or sale, all or any portion of the real property described on Exhibits "A" and "B" hereto, and (ii) be designated as the "Declarant" in the deed of transfer by which such successors-in-title shall so acquire its interest in such real property, or by written assignment of Declarant rights in an instrument recorded in the Official Records.
- ***The definition of "Declarant Control Period" (as governed by Article III, Section 2 of the Bylaws, as amended) acknowledges that a successor Declarant qualifies.*** By use of the phrase "constituting the Declarant" this definition further evidences the clear intent for the ownership threshold to relate to the original Declarant **and all successor Declarants**.

The Board has no desire for this matter to come to litigation, which, in the end is costly and stressful for all involved, and the Board appreciates your good faith efforts to resolve the matter, but respectfully disagrees with your conclusion. Please let us know if you have any questions or would like to discuss further.

Sincerely,

The Board of the Fox Run Property Owners Association, Inc.

**VI. Certification and Closing**

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

**A. For Parties Without an Attorney**

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: October 17, 2023

Signature of Plaintiff

Lanett H. Johns

Printed Name of Plaintiff

Lanett H Johns et al

**B. For Attorneys**

Date of signing: \_\_\_\_\_

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Address

City

State

Zip Code

Telephone Number

E-mail Address

**To the Judge of Federal Court**

**9/2022** - We contacted Attorney Kristen McKnight, Hunter-Maclean Law Group. After a meeting with her, she notified us by email that she would not be able to take our case because there was a conflict as her firm had been involved in the sale of Fox Run the Village.

**10/2022** - We contacted Attorney Stacy Patrick. We met with her on two occasions. She wrote a letter on our behalf which is included in our document. When no action was taken by the Defendant, she referred us to Attorney Jeff Rentz as he had previously handled an issue for Fox Run The Village Homeowners.

**2/2023 & 4/2023** - We met with Attorney Jeff Rentz. He worked with us to the point of providing us with a course of action stating we should have a Judge interpret the Covenant.

**5/2023** - He then declined to take it to litigation as his schedule would not permit. He confirmed he would arrange for another Attorney to take our case and he would remain as an Advisor.

**6/2023** - We were told by Attorney Jeff Rentz that Attorney Charlie Dorminy, Hall- Booth would take over our case. We were instructed to email the names of the Plaintiffs to Dorminy for a conflict check.

**7/2023** - We were notified by Attorney Jeff Rentz that Attorney Charlie Dorminy was too busy to take our case.

**8/2023** - Attorney Jeff Rentz arranged a meeting with Attorneys Britton Smith and Brian Corry. After our meeting we were made aware they could not take our case because they had a conflict of interest as their client was the newly hired management company for Fox Run The Village and Fox Run The Cottages.